GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5	
	TO LEASE NO. GS-11P-LMD00267	
LEASE AMENDMENT		
ADDRESS OF PREMISES: CALVERTON TOWER	PDN Number:	
11785 BELTSVILLE DRIVE,		
BELTSVILLE. MD 20705-3121		

THIS AMENDMENT is made and entered into between TNFIII Calverton, LLC

whose address is: 10 Bank Street, 12th Floor, White Plains, New York 10606-1933

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective UPON EXECUTION as follows:

The parties hereby agree that the Government's leased Premises shall be amended to include the previously unleased, as depicted in Attachment A, of the building consisting of 40,047 RSF, yielding 31,725 ABOA SF, (the "Expansion Space"), thereby increasing the lease Premises from 104,796 RSF to 144,843 RSF. The following terms and conditions apply to the Expansion Space.

- 1. Office and Related Space: 40,047 RSF rentable square feet (RSF), yielding 31,725 ANSI/BOMA Office Area (ABOA) square feet (SF) of Office and related Space on the 9th, 10th and 12th Floor, as depicted in Attachment A.
- 2. <u>Common Area Factor</u>: The Common Area Factor (CAF) is established as 1.26231678. This factor, which represents the conversion of ABOA to rentable square feet, rounded the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment clause of the General Clauses.
- 3. The initial firm term applicable to the Expansion Space shall commence upon the acceptance of the Expansion Space as substantially complete, but no later than October 16, 2021, and shall continue through October 15, 2028 in accordance with the Lease.

This Lease Amendment contains (5) pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: DocuSigned by:		FOR THE	FOR THE GOVERNMENT:DocuSigned by:		
	Paul R. Turonsky		Jim Phelan		
Signature:	BD387E5511BE47F	Signature:	443050C6B4CE460		
Name:	Paul R. Turovsky	Name:	James J. Phelan		
Title:	Vice President and Assistant Secretary	Title:	Lease Contracting Officer		
Entity Name:	TNFIII Calverton, LLC	GSA, Publi	ic Buildings Service,		
	8/12/2020		10/9/2020		
Date:		Date:			

WITNESSED FOR THE LESSOR BY:

Date:

Signature: Name:	Jason Pratt Jason Pratt Jason Pratt
Title:	Vice President, True Management Group LLC
	8/13/2020

4. The Government shall pay the Lessor annual rent for the Expansion Space, payable in monthly installments in arrears, at the rates included in the chart below.

	Firm Term	Firm Term
	Annual Rent	Annual Rent/RSF
Shell Rent ¹	\$566,720.17	\$14.15
Tenant Improvements Rent ²	(b) (4)	
Operating Costs ³		
Total Annual Rent	\$1,049,361.67	\$26.20

Shell rent calculation: (Firm Term) \$14.15 per RSF (rounded) multiplied by 40,047 RSF

²The Tenant Improvement Allowance of (b) (4) per an estimated 7-year term

annum over an estimated 7-year term.

Operating Costs rent calculation: (b) (4)

Escalations.

RSF inclusive of the accrued 2019 Operating Cost

- 5. The Government's percentage of occupancy for purposes of tax adjustments shall be 69.567 percent (69.567%), based on occupancy of 144,843 RSF in a Building that totals 208,207 RSF. The Real Estate Tax Base shall be set per Section 2.07 of the Lease. Real Estate Tax Adjustments shall be paid in accordance with Section 2.07 of the Lease.
- 6. The Base Rate for Operating Costs shall be (b) (4) Operating Costs Adjustments shall be paid in accordance with Section 2.09 of the Lease.
- 7. The Lessor shall make available to the Government a Tenant Improvement Allowance (b) (4) which shall be amortized at 0% over the firm term of the Expansion Space. The Government shall not amortize more than (b) (4) per ABOA SF shall be funded by the Lessor.

The Lessor shall design and construct the initial build-out of the Expansion Space in accordance with the Lease. The amortized tenant improvement rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement as stipulated under this lease amendment, in addition to payment of the accrued tenant improvement for the period of time where such rent was withheld (such accrued rent will not include any additional interest). Additionally, in the event the Government does not use all the TIA, then the accrued amount will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

8. Upon acceptance of the Expansion Space as substantially complete, the Lease shall be amended: (1) to establish the official lease term attributable to the Expansion Space: (2) to memorialize the Government's use of the Tenant Improvement Allowance attributable to the Expansion Space, (3) to adjust the Tenant Improvement Rent and Total Rent as necessary to fully amortize the final utilized TIA at a rate of over the official lease term attributable to the Expansion Space; and (4) to restate blended rental terms for the full Leased Premises of 144,843 RSF.

This document will not constitute an obligation until the date of execution by the Government, which execution shall be within thirty (30) days of the Government's receipt of the LA executed by the Lessor. Therefore, while payments may be made retroactively, no monies whatsoever are due until thirty (30) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

